SERIAL 06081 C WASTE CONTAINERS, STATIONARY, HYDRAULIC

DATE OF LAST REVISION: September 28, 2006 CONTRACT END DATE: September 30, 2009

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for WASTE CONTAINERS, STATIONARY, HYDRAULIC

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 06, 2006.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WP/mm Attach

Copy to: Clerk of the Board

Bill Thornton, Solid Waste Management Kathy Sicard, Materials Management

INVITATION FOR BID FOR: WASTE CONTAINERS, STATIONARY, HYDRAULIC; PURCHASE, INSTALLATION AND DELIVERY (NIGP CODES 48594, 57864)

1.0 INTENT:

The intent of this solicitation is to establish a contract for the purchase, delivery and installation of stationary, hydraulically operated waste containers to be permanently installed at various Solid Waste Transfer Station locations within Maricopa County. The containers must meet the specifications for a Transfer TS500C or equivalent (see attached drawings in Exhibit 2). The County will be procuring initially ten (10) units, with an option of sixteen (16) more over the next three (3) years.

2.0 SPECIFICATIONS:

- 2.1 TECHNICAL REQUIREMENTS:
 - 2.1.1 Basic Requirements:
 - 2.1.1.1 The container must be an animal proof, self-dumping refuse container for collecting waste tires from permitted tire generators and other types of waste from County residents.
 - 2.1.1.2 The container must be compatible with open top transfer trailers as well as compacting trailers with a maximum loading height of 13'6".
 - 2.1.1.3 The container must perform in moderate to hot climate conditions up to 120° F.
 - 2.1.2 Dimensions, Weight & Capacity:
 - 2.1.2.1 Overall dimensions:
 - Height 15'6"
 - Width 14'5"
 - Depth 16'
 - Dumping Height 28'
 - 2.1.2.2 Capacities:
 - Minimum volume-53 cubic yards
 - Minimum weight capacity-30,000 lbs (based on uniform weight distribution of contents and maximum material density of 550 lbs/cu yd).

2.1.3 Construction

- 2.1.3.1 All hopper bottom panels and lower side walls to be 10 ga. Galvanneal steel. Upper side walls to be 12 ga. and reinforced with structural tubing.
- 2.1.3.2 All lower panels to be riveted or bolted for easy replacement if damaged.
- 2.1.3.3 Frame to consist of a welded assembly with the base members constructed of 1/4" wall tubing with 5" by 7" minimum overall dimensions.
- 2.1.3.4 Frame to provide hinge socket on top edge for rotating the hopper. Socket to be reinforced to securely tie into the frame.
- 2.1.3.5 Frame to have pine-eyes for mounting the A frame to the base anchored in the concrete footing.

- 2.1.3.6 Hopper assembly to consist of welded side frame and floor panels. Hopper to be equipped with an extension for dumping. Minimum extension to be 12".
- 2.1.3.7 Hopper cradle to incorporate a hinge for rotating the unit around the frame as well as a mount for the activating cylinder.

2.1.4 Lid Assembly:

- 2.1.4.1 Lid panels to be fitted tight over the top of the container and provide protection from the wind and against spillage during dumping.
- 2.1.4.2 Lid to open full width for dumping a variety of collection materials. Minimum opening width to be 12'. Opening to be achieved with two (2) double acting cylinders rated at 2500 psi. Hydraulic hoses to have a minimum rating of 3500 psi.
- 2.1.4.3 Activating arms to be a minimum of 3/16" x 2" x 4" tubing with reinforcements at the stress points.
- 2.1.4.4 Lid panels to be constructed with 14 ga. Panels and reinforced with tubing and formed sections.
- 2.1.4.5 Lid to contain a single drop chute for individual users. Drop chute minimum width to be 48".
- 2.1.4.6 Drop chute to latch securely to prevent animal access.

2.1.5 Hydraulic Actuating Unit

- 2.1.5.1 Hydraulic actuation capable of lifting the containers to the full dumping position.
- 2.1.5.2 Hydraulic unit sized to complete a full cycle up/down in less than one (1) minute.
- 2.1.5.3 Hydraulic system power-220 volts, single phase, 60 hz.
- 2.1.5.4 All operating pressure lines and hoses rated for 3000psi.

2.1.6 Paint & Assembly:

- 2.1.6.1 All sub-assemblies are to be cleaned and powder coated prior to assembly.
- 2.1.6.2 Container to be painted standard dark green.
- 2.1.6.3 Assembled container to be fully charged with oil.

2.1.7 Dumping Action:

- 2.1.7.1 Container to be capable of handling a minimum of 30,000 lbs of material (based on uniform weight distribution of contents).
- 2.1.7.2 Dumping angle to be a minimum of 45 degrees.
- 2.1.7.3 Dumping cycle to be less than 1 minute with 35 gpm hydraulics.
- 2.1.7.4 Dumping lip of hopper to have the following minimum requirements:
 - 156" from the ground.

- 13" away from the frame in the full dumping position.
- 2.1.7.5 In the dumping position, the lid is to open freely by gravity.

2.2 CONTRACTOR QUALIFICATIONS:

Contractor shall submit, as part of their bid, documentation supporting the following minimum qualification requirements:

- 2.2.1 Contractor shall have been in business for a minimum of five (5) years.
- 2.2.2 Contractor shall have provided specified containers to a minimum of two (2) separate sites.
- 2.2.3 Contractor shall provide operational history of specified containers at the two (2) sites stated in 2.2.2 above.

2.3 MANUALS AND BROCHURES:

The Contractor shall supply a Parts and Service Manual and Informational Brochures with the submitted bid.

2.4 SPARE PARTS AND SERVICE:

The contractor shall supply nearest location and contact for service and spare parts.

2.5 DELIVERY:

- 2.5.1 Delivery shall be **F.O.B. DESTINATION** within Maricopa County, Arizona.
- 2.5.2 Delivery shall be on or before 200 days after contract award.

2.6 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.6.1 Contract Serial number.
- 2.6.2 Contractor's name and address.
- 2.6.3 Using Agency name and address.
- 2.6.4 Using Agency purchase order number.
- 2.6.5 A description of equipment shipped, including item number(s), quantity, number of containers and package number(s), as applicable.
- 2.6.6 Equipment discontinuance applies only to the equipment specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.7 WARRANTY:

The minimum warranty period shall be one (1) year for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by the Using Agency.

2.8 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.9 INSTALLATION:

- 2.9.1 The Contractor's price shall include delivery and set-up to be in complete operating condition.
- 2.9.2 Installation, set-up, testing and ready-for-operation must be completed on or before 235 days after contract award

2.10 ACCEPTANCE:

Upon delivery and/or successful installation, the equipment shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

2.11 MAINTENANCE:

The Contractor shall include pricing on ATTACHMENT A-PRICING for an optional one-year maintenance agreement to commence at the end of the warranty period.

2.12 BRAND NAME:

In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Equipment substantially equivalent to those designated shall qualify for consideration.

2.13 MODEL / YEAR OF EQUIPMENT:

The County will only accept bids offering current model / year equipment.

2.14 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of <u>subsequent cutoff dates</u> by notifying the Procurement Officer, <u>in writing</u>, of the new information.

2.15 INVOICES AND PAYMENTS:

2.15.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.15.1.1 Company name, address and contact
- 2.15.1.2 County bill-to name and contact information
- 2.15.1.3 Contract Serial Number
- 2.15.1.4 County purchase order number
- 2.15.1.5 Invoice number and date
- 2.15.1.6 Payment terms
- 2.15.1.7 Date of service or delivery
- 2.15.1.8 Contract Item number(s)
- 2.15.1.9 Description of Purchase (equipment)
- 2.15.1.10 Pricing per unit of purchase
- 2.15.1.11 Extended price
- 2.15.1.12 Arrival and completion time

2.15.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.15.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.15.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units to be provided under this Contract

3.4 ORDERING AUTHORITY.

- 3.4.1 The Contractor should understand that any request for purchase of equipment shall be accompanied by a valid purchase order, issued by Materials Management.
- 3.4.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase under this Contract at their discretion and/or other state and local agencies (Customers) may procure the equipment under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.4.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the equipment is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of equipment available under this Contract.
- 3.4.4 Any attempt to represent any equipment not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454 (wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

BILL THORNTON, WASTE MANAGEMENT, 602-506-7336 (bthornton@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 EVALUATION CRITERIA.

- 3.6.1 The evaluation of bids shall be based on, but will not be limited to, the following:
 - 3.6.1.1 Compliance with specifications.
 - 3.6.1.2 Price.
 - 3.6.1.3 Determination of responsibility.
- 3.6.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest

3.7 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) extra hard copy, including pricing. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. The owner, corporate official or partner who has been authorized to make such commitments must sign bids.

3.9 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

- 3.9.1 **Mandatory:** One (1) original hard copy with pricing (Attachment A) [labeled], one extra hard copy, and (2) hard copies of Catalogs and/or Price Lists.
- 3.9.2 **Mandatory:** Attachment "A", Pricing;

- 3.9.3 Mandatory: Attachment "B", Agreement; and
- 3.9.4 **Mandatory:** Attachment "C", References.
- 3.9.5 **Mandatory,** Technical and Descriptive Sales Literature

3.10 POST AWARD MEETING:

The Contractor shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

HAUL-ALL EQUIPMENT, 4115-18 AVEENUE NORTH, LETHBRIDGE, AB CANADA T1H5G2 AB

	CING SHEET: C724004/I P CODES 48594, 57864	B070020	2		
OTH	IER GOV'T. AGENCIES M	IAY USE	E THIS CONTRACT:	X_YESNO	
1.0	PRICING:				
Per s	pecifications:		(10)		
<u>Description</u>			(10 units first year) Unit price year 1*	Unit price year 2*	Unit price year 3*
1.1 CONTAINERS			\$ 81,400.00	\$ 87,098.00	\$ 93,195.00
	Increase Based On: 2.5% Inflation Allowance Per Year 4.5% Steel Escalator Per Year based on current steel price of \$ 0.57/lb.				
	Total First Year:	\$ 814,0	00.00		
1.2 HYDRAULIC ACUATING UNIT Power Pack VFD Power Converter		\$ 45,250.00 \$ 33,350.00 \$ 11,900.00	\$ 46,381.25	\$ 47,540.78	
	Total Year 1 (for 2 units)		\$ 90,500.00		
	* Includes freight and installation.				
2.0	OPTIONS				
2.1	ONE-YEAR MAINTENANCE AGREEMENT (TO COMMENCE AFTER WARRANTY PERIOD):				
	\$ 5,220.00 Estimated Cost Per Trip Based On the Following:				
2	2.1.1 LABOR/HR: \$95.00 / HR Plus Annual CPI Index Increase				Increase
2	2.1.2 PER DIEM:		\$ 160.00 / DAY Plus Annual CPI Index Increase		
2	2.1.3 TRAVEL: AT COST IN ACCORDANCE WITH MARICOPA COUNTY TRAVEL POLICY.				

2.1.4 SPARE PARTS: AT COST + _______ % At U.S. list price, as published and amended from time

to time

HAUL-ALL EQUIPMENT, 4115-18 AVEENUE NORTH, LETHBRIDGE, AB CANADA T1H5G2 AB

Terms: *See Below

Vendor Number: W000008147 X

Telephone Number: 403-328-7711

Fax Number: 403-328-9956

Contact Person: Tracey Simons

E-mail Address: sales@haulall.com

Company Web Site: www.haulall.com

Contract Period: To cover the period ending **September 30, 2009.**

* 25% production payment, invoiced net 30 days, upon completion of base unit panels, as evidenced by manufacturer's notarized affidavit of completion.

- * 55% production payment, invoiced net 30 days, upon completion and delivery of packaged units, delivered staged at your construction site, or storage location.
- * 20% final payment, invoiced net 30 days, upon final assembly, commissioning and acceptance at your site locations.